

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CERTAIN UNDERWRITERS AT LLOYD'S,
LONDON, et al.,

Plaintiffs,

v.

NATIONAL RAILROAD PASSENGER
CORPORATION, et al.,

Defendants.

Case No. 1:14-cv-04717-FB-RLM

**STIPULATION OF DISMISSAL WITH
PREJUDICE AS TO ENVIRONMENTAL
AND NON-ASBESTOS INJURY CLAIMS,
AS SET FORTH BELOW, BETWEEN
AMTRAK AND THE AIG COMPANIES
PURSUANT TO FED. R. CIV. P. 41**

Defendant National Railroad Passenger Corporation (“Amtrak”) and Co-Defendants American Home Assurance Company, The Insurance Company of the State of Pennsylvania, Granite State Insurance Company, Lexington Insurance Company, and National Union Fire Insurance Company of Pittsburgh, Pa., in its own right and as successor to Landmark Insurance Company (collectively “AIG Companies”),¹ through their undersigned counsel and pursuant to Federal Rule of Civil Procedure 41, stipulate and agree that any and all claims for insurance coverage by Amtrak against the AIG Companies are dismissed **with prejudice**, except that any and all claims for coverage of or that relate to Asbestos Claims² are not dismissed. Any and all

¹ AIG Companies, as used herein, does not include American Home Assurance Company issued in connection with Tower Underwriting Management Ltd. and “American Home Insurance Company” issued in connection with Tower Underwriting Management Ltd, including but not limited to the “American Home Insurance Company” policy shares identified by the London Market Insurers in Docket No. 345-2 as belonging to policy subscribers that are plaintiffs/counter-defendants in this action and which are represented by Lewis Baach Kaufmann Middlemiss PLLC.

² “Asbestos Claims” means any and all actual, potential, threatened, or alleged past, present or future claims, suits, causes of actions, counts, cross-claims, counter-claims, administrative proceedings, statutory or regulatory obligations, governmental agency claims, orders or directives, arbitrations or mediations against Amtrak by third-parties alleging injury or damage due to exposure to asbestos and/or asbestos-containing products, arising from any and all alleged rights, obligations, liabilities, duties, demands, debts, losses, sums of money, settlement payments, indemnity payments, defense payments, costs, expenses, attorney fees, consultant fees, expert fees, damages of whatever nature or character, requests for relief or forbearance of any kind, including notices of partial or total responsibility, rights to subrogation, statutory or regulatory obligations and any other assertions of liability of any kind, whether legal or equitable, and whether currently known or unknown, fixed or contingent, mature or unmatured, liquidated or unliquidated, direct or consequential, foreseen or unforeseen, punitive or extra-contractual, (Continued...)

claims by the AIG Companies against Amtrak are dismissed **with prejudice** as well, except that any and all claims for coverage of or that relate to Asbestos Claims are not dismissed.

With regard to the dismissed claims, the parties each shall bear their own respective costs, expenses, and counsel fees. In addition to the Asbestos Claims against the AIG Companies, all of Amtrak's other claims in the case against other parties are not dismissed and remain.

SO ORDERED: _____

Dated: _____

Agreed to on February 20, 2018 by:

/s/Kristen C. Vine
Richard W. Bryan
rbryan@jackscamp.com
Kristen C. Vine
kvine@jackscamp.com
Michelle M. Spatz
mspatz@jackscamp.com
Jackson & Campbell, PC
1120 20th Street, N.W., Suite 300 South
Washington, DC 20036
(202) 457-1638

Attorneys for American Home Assurance Company, The Insurance Company of the State of Pennsylvania, Granite State Insurance Company, Lexington Insurance Company, and National Union Fire Insurance Company of Pittsburgh, Pa., in its own right and as successor to Landmark Insurance Company

/s/Rhonda D. Orin
Rhonda D. Orin
rorin@andersonkill.com
Daniel J. Healy
dhealy@andersonkill.com
Stephen D. Palley
spalley@andersonkill.com
Anderson Kill, LLP
1717 Pennsylvania Avenue, NW
Washington, DC 20006
(202) 416-6500

Attorneys for National Railroad Passenger Corporation

and whether sounding in tort, toxic tort, contract, quasi-contract, equity, contribution, declaratory relief, nuisance, trespass, negligence, strict liability, product liability, common law or statutory bad faith or breach of the duty of good faith or any other statutory, regulatory, administrative or common law cause of action of any sort.